Remarks

Claims 1-25 currently stand rejected and remain pending. Claim 7 is amended herein. The Applicant respectfully traverses the rejection and requests allowance of claims 1-25.

Claim Amendment

Claim 7 is amended to correct the spelling of the word "peers." As this amendment represents the correction of a typographical error introduced into claim 7 in a response to a previous Office action, the Applicant respectfully asserts that no reduction in scope or subject matter of claim 7 is intended.

Claim Objection

Claim 7 stands objected to for the misspelling of the word "peers." (Page 2 of the Office action.) In response, claim 7 is amended herein to correct the spelling of that word. In view of this amendment, the Applicant respectfully requests withdrawal of the objection to claim 7.

Claim Rejection Under 35 U.S.C. § 102

Claims 1-5, 14-16, and 21-23 stand rejected under 35 U.S.C. § 102(b) as being anticipated by *Cellular Service Report: Who Needs a Cell Phone?*, Consumer Reports, v.62, n.2, pp.10-15 (February 1997) (hereinafter "CSR"); *Californians Find Strings Attached to Wireless Service*, San Jose Mercury News (January 5, 1999) (hereinafter "Californians"); and Miles, J.B., *Call Waiting*, Government Computer News, 19, 17, 27 (July 2000) (hereinafter "Miles"). (Page 2 of the Office action.) The Applicant respectfully traverses the rejections in light of the following discussion.

Multiple-Reference Anticipation Rejection

First, the Applicant respectfully notes that the Office action employs multiple references in its single ground of rejection under 35 U.S.C. § 102. (Page 2 of the Office action.) MPEP § 2131.01 indicates that such a rejection is generally "proper when the extra references are cited to: (A) Prove the primary reference contains an 'enabled disclosure;' (B) Explain the meaning of a term used in the primary reference; or (C) Show that a characteristic not disclosed in the reference is inherent." However, none of the three references cited in the ground for rejection

under 35 U.S.C. § 102 appears to be used for any of these purposes, and the Office action does indicate that the references are employed in such a manner.

Further, the rejection of several of the claims apparently requires two or more of the cited references to constitute a complete rejection. For example, the Miles reference ("Call Waiting") is employed to teach the limitation in claim 5 of data comprising an Internet web page. However, only CSR and Californians are used to reject claim 1, from which claim 5 ultimately depends. Thus, a combination of CSR, Californians, and Miles are required in the Office action to reject claim 5 under 35 U.S.C. § 102. Several other claims are rejected in a similar manner.

Therefore, in light of the discussion presented above, the Applicant respectfully asserts that the multiple-reference rejection under 35 U.S.C. § 102 presented in the Office action is improper, and such indication is respectfully requested.

Claim 1

As to the substance of the rejection, independent system claim 1 is reproduced below, with emphasis supplied:

> 1. A system for utilizing a collective processing capability of a plurality of computers after the computers have been sold to purchasers by a vendor, the system comprising the steps of:
>
> *entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein, with respect to a specific one of the computers to be sold to said one of the purchasers, the vendor retains a right to use said specific one after the sale thereof;*
>
> conveying, subject to said agreements, the plurality of the computers to said purchasers;
>
> interconnecting the computers via the Internet to create a network; and
>
> using the network to provide a service that provides the vendor with a commercial benefit.

The Office action alleges that CSR and Californians teach the operation of entering into a plurality of agreements, each of which is between the vendor and a different one of the purchasers, wherein, with respect to a specific one of the computers to be sold to said one of the purchasers, *the vendor retains a right to use said specific one after the sale thereof.* (Pages 3 and 4 of the Office action.) More specifically, the Office indicates that CSR and Californians "teach that the contract signed between a service provider and phone subscriber *gives said service*

provider the right to use said subscriber phone as said subscriber's phone would only work in the service provider network of the service provider that sold said phone to said subscriber and where said subscriber would be charged an early termination fee for switching to another carrier or canceling the contract." (Pages 3 and 4 of the Office action; emphasis supplied.)

The Applicant respectfully disagrees with the allegation. In the case of CSR, while the sale of a phone at a discount price may be associated with the purchase of a service plan from a cellular service provider (identified in the Office action as the vendor of claim 1), CSR indicates that what the cellular service provider receives *under the agreement* with the purchaser is *a commitment to use the provider's service from the purchaser at a specified cost structure for a predetermined period of time*. (See paragraphs 15 and 16 of CSR.) CSR does not indicate that the cellular service provider retains any other rights under the agreement or contract, much less *a right to use the cell phone* after the sale of the phone to the subscriber. Only the subscriber, or another individual authorized thereby, uses the cell phone and, by extension, the cellular network provided by the cellular service provider.

Moreover, contrary to the allegation in the Office action, an early termination *fee* specified in a contract does not constitute a *use* of the phone by the cellular service provider. Also, the fact that the cell phone *may* only work in the network of the cellular provider (see paragraph 27 of CSR) is *not* a right retained by a vendor *in an agreement* with the purchaser, as set forth in claim 1. In other words, incompatibility of the phone with the network of another service provider is not the result of a contractual provision or other agreement between the original service provider and the subscriber.

The Office action further cites Californians as anticipating this provision of claim 1. (Pages 3 and 4 of the Office action.) Since Californians also describes similar commitments for a predetermined period of time, including early termination fees, the arguments presented above also apply to this reference. In addition, Californians does not teach or suggest that the phone utilized with the network of the cellular service provider is purchased from the provider, as set forth in claim 1.

Thus, based on the foregoing discussion, the Applicant respectfully asserts that claim 1 is allowable in view of CSR, Californians, and Miles, and such indication is respectfully requested.

Claims 14 and 21

Claims 14 and 21 both include a provision similar to that of claim 1 of entering into an agreement by a vendor and a purchaser, wherein the vendor retains a right to use the conveyed device after the conveyance. Further, the Office action employs the same rationale as discussed above in rejecting claim 1. (Pages 5-8 of the Office action.) Thus, based on the reasons listed above, the Applicant respectfully contends that claims 14 and 21 are allowable for at least these same reasons.

In addition, the Office action indicates that paragraph 4 of Miles teaches the repeating of the agreement-entering and conveying operations until a predetermined minimum number of devices have been sold, specifically stating that "[c]ellular Internet service provides would continue selling all the cellular phones that said service providers have in stock in order to cover their basis." (Page 6 of the Office action.) However, Miles does not teach or suggest the concept of selling any specific number of units, or a number of units that may be in stock. Thus, the Applicant contends that claims 14 and 21 are allowable for at least this additional reason, and such indication is respectfully requested.

Claims 2-5, 15, 16, 22, and 23

Claims 2-5 depend from independent claim 1, claims 15 and 16 depend from independent claim 14, and claims 22 and 23 depend from independent claim 21, thus incorporating the provisions of their respective independent claims. Therefore, the Applicant contends that claims 2-5, 15, 16, 22 and 23 are allowable for at least the reasons presented above in support of claims 1, 14, and 21, and such indication is respectfully requested.

Claim Rejections Under 35 U.S.C. § 103

Claims 6, 17, and 24 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over CSR, Californian, and Miles in view of Hoffman, Richard, *A World Without Wires*, Network Computing, n.1113, p.42 (2000) (hereinafter "Hoffman"). (Pages 8 and 9 of the Office action.) Claims 7-13, 18-20, and 25 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over CSR, Californians, and Miles in view of U.S. Patent Application Publication No. 2002/0198929 to Jones et al. (hereinafter "Jones"). (Page 9 of the Office action.) The Applicant respectfully disagrees.

More specifically, claims 6-13 depend from independent claim 1, claims 17-20 depend from independent claim 14, and claims 24 and 25 depend from independent claim 21, thus incorporating the limitations of their corresponding independent claims. Thus, the Applicant asserts that claims 6-13, 17-20, 24, and 25 are allowable for at least the reasons discussed above in support of claims 1, 14, and 21, and such indication is respectfully requested.

Therefore, in view of the above discussion, the Applicant respectfully requests withdrawal of the 35 U.S.C. § 103 rejections of claims 6-13, 17-20, 24, and 25.

Conclusion

Based on the above remarks, the Applicant submits that claims 1-25 are allowable. Other reasons in favor of patentability exist, but such reasons are omitted in the interests of clarity and brevity. The Applicant thus respectfully requests allowance of claims 1-25.

The Applicant believes no fees are due with respect to this filing. However, should the Office determine additional fees are necessary, the Office is hereby authorized to charge Deposit Account No. 08-2025 accordingly.

Respectfully submitted,

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/Kyle J. Way/

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